

VIRGINIA MEMORANDUM OF UNDERSTANDING GUIDE

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703 East Main Street
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Edition 01-01
September 2001

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INTRODUCTION

The Workforce Investment Act of 1998 (WIA) has reformed Federal job training programs and created a new, comprehensive, customer-focused workforce development system. Virginia's vision is to develop a world-class workforce development system that compliments the Commonwealth's overall education and economic strategies. This system will serve as a guide to federal, state and local resources in a customer-focused and user-friendly manner while promoting a high-quality, globally competitive workforce. To achieve this goal, the Commonwealth has identified the **Virginia WORKforce Network** as its service delivery system with the intent of providing a seamless, integrated system that ensures greater performance and accountability for Virginia's customers.

The WIA mandates that Local WORKforce Investment Boards (LWIBs), with the agreement of the chief local elected officials (CLEOs), develop and enter into Memoranda of Understanding (MOU) with all required one-stop partners (outlined in **Attachment B: Memorandum of Understanding: Required Partners**) regarding the operation of the workforce development delivery system. In addition, the WIA Unit encourages that MOU with optional partners (examples outlined in **Attachment C: Memorandum of Understanding: Optional Partners**) also be developed as a good business practice. Any required partner that fails to be included in an MOU with the LWIB may not serve on the LWIB. In addition, any local area in which an LWIB has failed to execute an MOU with all of the WIA-mandated partners is not eligible to receive incentive grant awards.

The Memorandum of Understanding (MOU) provides the LWIB with an opportunity to ensure that all one-stop partners are aware and accountable for the operation and performance of the one-stop delivery system. Therefore, MOU must clearly list the services to be provided and specify the local partners who are delivering those services. Additionally, MOU must be in place to clarify the operational procedures of the local WORKforce centers, including the financial contributions (both cash and in-kind) from each partner. Examples of situations in which the implementation of MOU would be useful are outlined in **Attachment D: Memorandum of Understanding: Good Business Practices**.

PURPOSE OF THIS GUIDE

Consistently, LWIBs are faced with the challenge of developing MOU that adequately address the needs of the variety of customers to whom services are provided. The purpose of this guide is to provide the minimum standards and/or required language necessary in MOU (also expressed in **Attachment A: Memorandum of Understanding Preparation Checklist**). The guide is designed to provide technical assistance for developing a wide variety of MOU that meet and exceed the needs of LWIBs and local partners.

INSTRUCTIONS FOR COMPLETING MOU

An MOU provides the framework for delivering services in the most efficient manner possible to employers, job seekers, and citizens of the Commonwealth of Virginia. The sections in this guide are divided into two subsections . . . **Guidance** and **Instructions**. The information in the **Guidance** portion is provided to promote complete understanding of the section and its usefulness. The details

outlined in the **Instructions** portion of the guide provide the specific information to be addressed in that particular section. *(NOTE: This guide is a generic tool that can be used in the preparation of several local area-specific MOU. Include only the information (partners, services, costs, etc.) that is pertinent to each MOU being prepared.)*

PART I -PURPOSE OF A MEMORANDUM OF UNDERSTANDING

Guidance

The purpose of an MOU is to coordinate resources to ensure the effective and efficient delivery of services in an LWIB. The agreement will enable partners to provide the delivery of these services through a seamless integrated system to ensure greater performance and accountability. The MOU is developed and executed between the LWIB, with the agreement of the CLEOs, and each of the WIA-mandated partners relating to the operation of the local *WORKforce* system.

Instructions

Each MOU must contain provisions explained in Part I – Part XIV of this guide.

PART II - VISION/MISSION STATEMENT OF THE LOCAL WORKFORCE SYSTEM

Guidance

The *Virginia WORKforce Network* represents an ambitious restructuring of the public/private partnerships for workforce and economic development activities in the Commonwealth. The local *WORKforce* system builds upon the many existing inter-county and interagency collaborative partnerships by integrating them into a customer-focused system for brokering employment, training and education services that fully complement Virginia’s economic development strategies. To be effective, it is imperative that all partners interested in workforce development in the local area have input into developing the vision/mission statement (i.e. invite community leaders to participate in the development process).

Instructions

The MOU must reflect the vision statement of the local workforce system. Incorporate the mission for the local partners and their goals and objectives for their customers through their local partnerships.

PART III - DEFINITION OF RELATIONSHIPS/ROLES OF PARTNERS

Guidance

The WIA emphasizes full and effective partnerships between the LWIBs and all local partners. It is important that all partners to the MOU are aware of the other partners also participating in the MOU, thus partners are encouraged to participate in developing the MOU. The MOU must outline

the relationships and roles of the local *WORKforce* partners. The partners must clearly define how they can effectively and efficiently interact in order to ensure that the vision and mission for the local area is realized. Establishing the relationships and roles of the partners up front is critical to the success of the site and the elimination of possible disagreements in the future. When relationships and roles are clearly defined in the beginning of a partnership, everyone is aware of their responsibilities, the responsibilities of their partners, and their connection to customers.

Instructions

An effective MOU will improve the delivery mechanism for efficiency and quality of services offered to customers. The following information **MUST** be provided for each of the partners to your MOU):

A. Local *WORKforce* Investment Board (LWIB)

1. Define the LWIB's roles and responsibilities in relation to the local *WORKforce* system.
2. Identify the individual designated as the contact and/or signatory for the LWIB.

B. Chief Local Elected Officials (CLEOs)

1. Define the CLEOs' roles and responsibilities in relation to the local *WORKforce* system.
2. Identify the individual designated as the contact and/or signatory for the local *WORKforce* area's CLEOs.

C. Local *WORKforce* Partners

1. Define the roles and level of participation for the partners in the local *WORKforce* system.
2. Identify the partners who are affiliated with the local *WORKforce* system and will be bound by the terms of this MOU.

D. Local *WORKforce* Operator *(NOTE: The LWIB, in agreement with the CLEOs, is responsible for the selection of a local *WORKforce* operator or operators for their area. A local *WORKforce* operator must be chosen through either a competitive process, or the recognition of a consortium, which includes at least three of the mandated partners.)*

1. Define the role of the local *WORKforce* operator in relation to the partners, manager, LWIB and CLEOs. *(NOTE: A local *WORKforce* operator may operate one or more local *WORKforce* centers or the entire local workforce system on behalf of the LWIB. An operator may also provide services within the local *WORKforce* center.)*
2. Identify the individual/agency designated as the contact and/or signatory for the operator of the local *WORKforce* system.

E. Local WORKforce Center Manager

1. Define the role of the local WORKforce center manager in relation to the operator, partners, LWIB, and CLEOs.

PART IV – PARTNER SERVICES TO BE PROVIDED THROUGH THE LOCAL WORKFORCE SYSTEM

Guidance

One of the key responsibilities of each partner in a one-stop system is to make WIA core services available in a minimum of at least one comprehensive center located in each designated LWIA. These services must be applicable to the partner's program and are in addition to the basic labor exchange services traditionally provided under Wagner-Peyser. The WIA core, intensive and training services (outlined in *Attachment E: Local WORKforce Partner Service Identification Checklist*), and activities that comprise the delivery of those services, must be listed in the MOU.

Instructions

- A. Provide an overview of the services that will be included in the continuum of services at the local WORKforce centers and what services each partner will provide. (*NOTE: At a minimum, the overview should include core, intensive, and training services offered in your centers. The services are listed below.*)

1. **Core Services** (*NOTE: Core services must be universally accessible.*)
 - a. Determination of individual eligibility for services;
 - b. Outreach, intake (including worker profiling) and orientation to the information and other services available through the local WORKforce centers;
 - c. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
 - d. Job search and placement assistance, career counseling where appropriate;
 - e. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local in demand occupations, earnings, and skill requirements.
 - f. Provision of performance information and program cost information on eligible providers of training services;
 - g. Provision of information regarding local area performance on performance measures;

- h. Provision of accurate information relating to the availability of supportive services available in the local area;
- i. Provision of information regarding filing claims for unemployment compensation;
- j. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
- k. Follow-up services for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment; and
- l. Other core services as determined by a partner agency's governing legislation.

2. **Intensive Services**

- a. Comprehensive and specialized assessments of the skill levels;
- b. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the individual's employment goals;
- c. Group counseling;
- d. Individual counseling and career planning;
- e. Case management for participants seeking training services; and
- f. Short-term prevocational services, (i.e. development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance and professional conduct, to prepare individuals for unsubsidized employment or training; and,
- g. Other intensive services as determined by a partner agency's governing legislation.

3. **Training Services**

- a. Occupational skills training, including training for nontraditional employment;
- b. On-the-job training;
- c. Programs that combine workplace training with related instruction which may include cooperative education;
- d. Training programs operated by the private sector;
- e. Skill upgrading and retraining;

- f. Entrepreneurial training;
 - g. Job readiness training;
 - h. Adult education and literacy activities provided in combination with services described in items a-g above;
 - i. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
 - j. Other training services as determined by a partner agency's governing legislation.
- B. Identify how the services will be provided and which services will be delivered at the local *WORKforce* centers. (*NOTE: If services will not be provided at the local WORKforce comprehensive centers, describe the relationship between the satellite locations and the local WORKforce centers.*)
- C. Identify the procedures for sharing information, reporting and assuring compliance with Americans with Disabilities Act to insure accessibility to customers and other pertinent special populations within the workforce investment area.

PART V - REFERRAL METHODS FOR CUSTOMERS

Guidance

The local *WORKforce* system is focused on a shared service delivery infrastructure that will empower its partners to offer the widest array of services that best meet the needs of employers and job seekers. By the use of a common database sharing system, partners will be able to provide a variety of universally accessible, high-quality, customized services in a streamlined, cost-effective manner. The continuum of services for both employers and job seekers is customer-driven. It is envisioned that the delivery system will integrate the information on job seekers and job listings from all local partners, thus enhancing the partner's ability to deliver the services in a seamless manner.

WIA requires that an individual receive at least one core service before being referred to intensive services and at least one intensive service before being referred to training services. The Department of Labor discourages the placement of time requirements on participation in each level of the service continuum beyond what is expressed in the WIA. The LWIB, however, may impose supplemental regulations at the local level as necessary.

Referrals must always be to the advantage of the customer and should include a follow-up contact to ensure the customer actually received services. This systematic approach must be agreed upon by all of the partners and thoroughly explained in the MOU so that all partners are aware of the referral system.

Instructions

The following information **MUST** be included in this part of the MOU:

- A. Describe the process for referral of customers needing services within the continuum of services. *(NOTE: This systematic approach must be agreed upon by all of the partners and thoroughly explained in this section so all partners, local WORKforce operators and the LWIB are aware of the referral system. This referral system must be more than passing a brochure to a customer.)*
- B. Describe the collaborative efforts of partner services/agencies to ensure that a shared responsibility exists coordinating employer contacts for job orders and job development activities.
- C. Indicate the point of contact for the service provider to which the customer will be referred.
- D. Describe the process pertaining to customer intake, enrollment/registration and assessment.

PART VI - PERFORMANCE GOALS OF THE LOCAL WORKFORCE SYSTEM

Guidance

The establishment of performance goals is extremely important to the success of the local WORKforce system. By including minimum levels of performance, the MOU becomes the vehicle through which partners will be able to jointly monitor actual service levels against stated goals in order to promote continuous improvement.

The main goal of the local WORKforce system is to set standards for quality levels of the highest quality of service for its customers, employers and partners. A key to the success of performance accountability is the extent to which the data derived from performance measurement is built into an ongoing process for continuously improving the provision of services and activities to our customers. Therefore, it is important that the WIA performance measures be fully integrated into the performance goals of the local WORKforce system. The challenge is to be flexible in establishing realistic goals to meet the needs of our customers.

Instructions

The underlying goals of the local WORKforce system should include providing (1) universal access, (2) customer choice, (3) integrated services, and (4) program quality/accountability. Describe how the WIA performance measures are integrated in the performance goals of the local WORKforce system.

PART VII - SERVICE AND SYSTEM OPERATING COSTS

Guidance

The local *WORKforce* system presents an opportunity to better prepare our customers to adapt to the workforce and economic development requirements of the 21st Century. It brings a new emphasis and enthusiasm in challenging local communities to strategically align and leverage resources to build upon innovative methodologies and experiences.

Under the WIA, the local *WORKforce* center is the location through which several workforce development and education programs operate in partnership with other entities. In Virginia, all customers will have access to information and services, regardless of where they live in the state. Physical sites will be located throughout the state to provide personal computer use to customers who prefer it. Internet access will also be provided, where feasible.

The local *WORKforce* operator and partners should identify the total cost of operating the local system and include this information in this section of the MOU. *(NOTE: A brief, yet descriptive, budget should accompany the MOU, however, LWIBs may determine if the budget will be a subsection of the MOU or a completely separate document.)* The costs of a local *WORKforce* center may be categorized as:

- A. Direct costs that benefit one particular cost objective;
- B. Shared direct costs that can be allocated readily to the sharing cost objectives; and
- C. Indirect costs incurred for common or joint purposes benefiting more than one cost objective but are not readily assignable to the benefiting cost objective.

When identifying the financial responsibilities, the following principles should be considered:

- A. LWIBs have the authority to negotiate terms with partners in determining how to share costs, as long as the basis (method) for cost sharing is compatible with the governing provisions in WIA and other partners' legislation.
- B. The expectation is that partners will share proportionately in the costs of the local *WORKforce* centers. This simply means that each partner will contribute services and/or pay for costs comparable in amount to the value of benefits received in return. Some exceptions are: A partner can only pay for costs, which are both allowable and allocable to that partner's funding source. The MOU should identify an appropriate method for allocating costs. Some of the methodologies include allocations based on direct charges, cost pooling, indirect cost rates and activity-based cost-allocation plans.
- C. LWIBs may obtain additional, unrestricted funding from grants, foundations, donations, etc. that can be used to assist partners in the local *WORKforce* system.

- D. The methods used to allocate costs, both direct and indirect, should match the types of services and costs that will be shared by the local *WORKforce* partners. For example, if the partners are only sharing space, the method used to determine relative benefits received or “fair share” can be as simple as using square footage as the basis for allocation. However, if the partners are providing joint services through a seamless service delivery system, then the question becomes more complex.
- E. There are exceptions to the general principle requiring that costs be shared proportionately among the partners. When such an exception exists for one or more partners at the local *WORKforce* center, the LWIB is not bound by rules on cost-allocation for that partner’s funds and has more discretion in negotiating the provision and cost of services. These exceptions include the following:
1. Unrestricted Funds: They may be used to pay for any negotiated portion of the costs; since there are no restrictions for which these funds may pay. Such examples may include local general revenue funds and nonprofit organizations.
 2. Partially Restricted Funds: They may be used to provide allowable services to the general population. Usually, the types of allowable services are restricted, but who is eligible to receive the services is not restricted.
 3. Costs Fully Allowable to More Than One Fund Source: They may be paid, in part or in whole, by one of the affected fund sources without regard to the rules on cost-allocation.
 4. Immaterial Costs: They represent those costs, which are so minor in amount that they do not need to be allocated.

This part of the MOU should include information describing the costs for services, identifying the methods to be used to allocate the costs of services and operating costs, providing a detailed description of the payment system and identifying the cost-sharing methods for all partners. Per 20 CFR §662.270, this section must describe the particular funding arrangements for services and operating costs of the local *WORKforce* centers. The financial agreements may be negotiated with each partner annually to clarify funding of services and operating costs of the local *WORKforce* system under the MOU, since funds are generally appropriated annually. All partners are expected to participate proportionately (as determined by each local area) in the costs of the local *WORKforce* centers.

Instructions

The following information **MUST** be provided for each of the identified costs as appropriate for your specific MOU:

- A. Service Costs (*NOTE: Contributions may include, but are not limited to, cash, equipment, staff time and in-kind services.*)

1. Identify the amount of the contribution each partner will provide to cover the service costs.
 2. Identify the type of contribution each partner will provide to cover the service costs.
- B. Operating Costs (**NOTE: Per 20 CFR §662.270, each partner must contribute a fair share of the operating costs of the local WORKforce system proportionate to the use of the system by individuals attributable to the partner's program.**)
1. Identify the operating costs of the local WORKforce centers. *(Include costs associated with equipment usage, i.e. telephone, data/ communications, IT maintenance, shared equipment and equipment maintenance.)*
 2. Describe how operating costs will be assessed and paid by electronic-only partners.
 3. Describe how the partners will divide responsibility/pay for operating costs of the local WORKforce centers.
 4. Describe how the partners will share the cost in evaluating services provided at the local WORKforce centers.
 5. Identify how often (due dates), mechanism (check, electronic transfer, etc.) for payment of “fair share/negotiated share” of the costs of the local WORKforce centers that will be made by the partners.
- C. Facilities Operating Costs

The following language **MUST** be included **AS WRITTEN** (except for the items with the “NOTE” indication) in the MOU in every LWIB-Partner MOU for sites in a facility owned by or leased from the state. *(Include costs associated with the operation of the facility, i.e. rent, building maintenance, building security and tenant improvements.)*

1. Premise (**NOTE: Prior to use of the Premises, all partners must provide copies of current certifications of insurance to the local WORKforce operator.**)
 - a. The office space(s) at ____ has (have) been designated by the LWIB as the ____ local WORKforce center(s) and is currently [leased/owned] by the Commonwealth of Virginia.
 - b. The Commonwealth and local WORKforce partners will have common use of conference rooms, testing rooms, Career Resource Centers, client waiting room, employee/ public restrooms, employee break room, etc.

2. User Fee: The local WORKforce partners agree to pay their fair share/negotiated share and be liable to the Commonwealth of Virginia for the amount paid for the facility's costs.
3. Additional Fees: If the Commonwealth is required to pay an additional amount to cover increases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services, the partner will pay the same additional percentage amount. The Commonwealth must notify the local WORKforce operator, in writing, by certified mail, of the amount by which the monthly fee is increased. All local WORKforce partners must pay the increased fee for all monthly fees due after the local WORKforce operator receives notice of increased monthly fees.
4. Compliance with Lease: In cases where the Commonwealth is the leaseholder, all local WORKforce partners agree to abide by the terms of the Lease Agreement between the Department of General Services and the owner of the premises in those areas that are applicable for an occupant of the premises. If for any reason the Lease Agreement between the Commonwealth and the owner of the premises is cancelled or terminated, this facilities operating costs section of the MOU will be automatically cancelled. (A copy of the lease should be attached.)
5. Maintenance: The local WORKforce partners will cooperate with the Commonwealth to keep the facility in good condition. The Commonwealth, as the owner or leaser of the facility, is responsible for maintaining and repairing the exterior of the building and all internal systems to the facility. However, the Commonwealth must not be responsible for any repairs nor must it be liable for any interruption in utilities neither to the facility nor for loss of or damage to any property of partner agencies or invitees by theft or otherwise. The Commonwealth is not liable for any damage or disturbance caused by other partners at the property in which the facility is located.
6. Alterations, Additions and Improvements: The local WORKforce partners must not make any alterations to the facility without the prior written consent of the Commonwealth. Such consent must not be reasonably withheld, so long as the alterations are permitted by the terms of the agreement between the owner/leaser and the Commonwealth.
7. Insurance: Each local WORKforce partner must procure and maintain insurance, at its expense, unless it is self-insured under the laws of the Commonwealth. ***(Any partner that is self-insured should notify the Commonwealth, in writing of this, and explain the procedures for filing a claim. The local WORKforce operator will maintain copies of the certifications of insurance on site and make them available upon request to the Commonwealth's monitor. These certificates must contain a provision that the Commonwealth must be notified at least 30 days in advance if coverage afforded under the policies will be canceled or changed.)***

8. Hold Harmless: Each local *WORKforce* partner must be responsible for and agrees to indemnify and hold harmless the Commonwealth from damages to property or injuries (including death) to any person and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the partner's use of the Premises. Local *WORKforce* partners that are political subdivisions of the Commonwealth are only liable to the extent authorized by law.
9. Binding Successor and Assigns: The local *WORKforce* partner's agreement to pay facility costs to the Commonwealth must be binding upon all of the partners and their respective successor and assigns.
10. Compliance with Laws: The local *WORKforce* partners agree to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises.

PART VIII - BREACH OF AN MOU

Guidance

The success of the *Virginia WORKforce Network* depends upon the efforts of and utmost cooperation of all partners in making a commitment to provide quality services to our customers. The MOU will become null and void if a partner fails to abide by the terms of the MOU.

Instructions

Include the following language in your MOU:

The following activities may constitute a breach of the MOU:

- A. Failure to pay monies due under the Service and Operating Costs section of this agreement in a timely manner;
- B. Failure to cooperate with the local *WORKforce* centers Operator or any other agent of the LWIB with regard to the staffing or operations of the local *WORKforce* centers
- C. Additional activities as defined below: (*NOTE: Additional items may be added here, as necessary, to meet the needs of the local area.*)

PART IX - MISCELLANEOUS PROVISIONS

Guidance

There are several provisions that are important to the success of the local *WORKforce* centers that do not fall under one of the other headings already discussed. These areas are included in the

miscellaneous provisions section of the MOU.

Instructions

The language for items (A) through (C) below **MUST** appear in the local MOU, **AS WRITTEN**. Local areas may add additional provisions under the miscellaneous section pertinent to their local *WORKforce* systems.

A. The Virginia *WORKforce* System (VWS)

The VWS is the computerized information system of record keeping that will include a common data repository for WIA activities. All local *WORKforce* partners agree to enter all client profiles (job and training seekers, only), job openings and employer information it receives into the VWS. All partners also agree to treat all data contained in the VWS as confidential. No partner should permit access of Commonwealth-provided computer resources to, or disclose data to, any persons or entities other than its staff or data users, under any conditions.

B. Mutual Respect of Organizational Practices

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

C. Indemnification and Liability

By executing this MOU, each party agrees to work together to deliver one-stop services for employers, employees and those seeking employment. However, the entities are not legally "partners" to the extent that encompasses joint and several liability. Each party is responsible for its own employees, representatives, etc.

PART X - IMPASSE RESOLUTIONS

Guidance

An impasse is a position or situation from which there is no escape. An impasse between the LWIB and the partners occurs when no decision can be agreed upon on a particular subject. This situation could be detrimental to the successful operation of the local *WORKforce* system if not resolved in a timely manner.

Instructions

Minimally, the following language regarding impasse resolution **MUST** appear in local MOU:

In the event that an impasse should arise between the partners and/or the LWIB regarding the terms and conditions, the performance, or administration of this MOU, per 20 CFR

§662.310(b), LWIBs and partners will enter into good-faith negotiations. These negotiations will be documented to verify the efforts that have taken place in an attempt to reach a resolution.

The LWIB Chairperson will meet with the CLEOs and/or the partners and/or the *WORKforce* operator (based on the nature of the impasse) to resolve the issue. In the event that a resolution cannot be reached, the WIA Unit will be asked to provide assistance in resolving the issue.

If an impasse has not been resolved through any of the previously described methods, the WIA Unit may enlist the assistance of the Virginia *WORKforce* Council or the appropriate agency to seek a resolution.

PART XI - MODIFICATION PROCESS

Guidance

MOU may need to be amended to reflect the changes in the operation of the delivery system. Thus, the MOU should be reviewed periodically to assess if modifications are necessary.

Instructions

Minimally, the following language regarding the modification process **MUST** appear in local MOU:

Partners may request, in writing, an amendment to the MOU through the LWIB. The MOU may be amended whenever the LWIB determines it is necessary. In order for any modifications to this MOU to be valid, the changes must be documented in writing, signed, dated under the conditions agreed upon by ALL of the partners and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU must not be affected.

PART XII - DURATION OF THE MOU

Guidance

The MOU must include an effective and termination date. The MOU may be written for up to a five-year period. However, for MOU that are valid for more than one year, the LWIB must review the terms of the MOU annually to assess if modifications are necessary.

Instructions

Local areas may be more restrictive in the effective dates of termination. However, the following language **MUST** be included:

This MOU is entered into this _____ day of _____, _____. This MOU will become effective as of the date of signing by the final signatory below and must terminate on _____ unless terminated earlier by any of the partners to the agreement. The MOU may be terminated by any of the partners upon 30 days of written notice to the other partners with cause or upon 90 days of written notice to the other partners without cause.

PART XIII - EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

Instructions

The Equal Opportunity and Nondiscrimination Clauses **MUST** be included **AS WRITTEN** below:

Nondiscrimination Clause

- A. The partners to this MOU agree that they will comply with the nondiscrimination and equal opportunity provisions of Section 188 of the WIA of 1998 and its implementing regulation at 29 CFR Part 37. These regulations prohibit discrimination in its employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability, political affiliation, veteran's status, or on the basis of any other classification protected under state or federal law. The partners to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and that such policies and procedures have been given to all employees and posted, as required by law. The partners to this MOU further certify that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.
- B. The partners to this MOU must comply with all State and Federal laws prohibiting discrimination in employment practices and services. In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended by the LWIB, and other sanctions may be imposed and remedies invoked.
- C. The partners to this MOU must, upon the request of the LWIB or the Commonwealth, furnish all necessary employment documents and records to the LWIB or the Commonwealth for purposes of investigation to ascertain compliance with the provisions of this clause. In addition, all partners must permit access to its books, records, and accounts if necessary. If the partners to this MOU do not possess documents or records reflecting the necessary information requested, the parties must furnish such information on reporting forms supplied by the LWIB or Commonwealth.
- D. The partners to this MOU will assure that complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 37.76. Copies of the complaint procedures developed pursuant to 29 CFR Part 37.76 and approved by the U.S. Department of Labor's Civil Rights Centers will be disseminated to provide

detailed instructions on the specific steps to be followed in processing discrimination complaints and the name and telephone number TTY/TTD of the designated EO Officer or designee to handle these complaints in the local *WORKforce* centers.

- E. Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, including but not limited to 28 CFR Part 35, the partners to this MOU understand and agree that no individual with a disability must, on the basis of the disability, be excluded from participation in this MOU or from activities provided for under this MOU.
- F. The partners must be responsible for, and agree to indemnify and hold harmless, the Commonwealth of Virginia from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Virginia as a result of a party's failure to comply with the provisions of paragraph 'f' above. [Note: Paragraph "F" must be included if the designated local *WORKforce* center is a state-owned or leased facility]

PART XIV - SIGNATURE PAGE

Guidance

The MOU should conclude with a signature page for the LWIB Chairperson, the local area's CLEO(s) and all partners to confirm their acceptance of its terms by their signatures.

Instructions

The signature page should include the following information for each signatory: signature, title, agency and date. (*NOTE: Only include the partners on the signature page for which the particular MOU applies.*)